

With Edged Tools

By HENRY SETON MERRIMAN
Author of "The Sowers," "Raden's Corner," "From
One Generation to Another," Etc.

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He could not have done it better in his keenest day. Guy Osgard was



"Ah—Mr. Osgard—how d'ye do?" seated in the huge, roomy carriage before he had realized what had happened to him.

"Your man will look after your traps, I suppose," said Sir John, hospitably drawing the fur rug from the opposite seat.

"Yes," replied Guy; "although he is not my man. He is Jack's man Joseph."

"Ah, of course! Excellent servant too," Jack told me he had left him with you."

Sir John leaned out of the window and asked the footman whether he knew his colleague Joseph, and upon receiving an answer in the affirmative he gave orders, acting as Guy's mouthpiece, that the luggage was to be conveyed to Russell square. While these orders were being executed the two men sat waiting in the carriage, and Sir John lost no time.

"I am glad," he said, "to have this opportunity of thanking you for all your kindness to my son in this wild expedition of yours."

"Yes," replied Osgard, with a transparent reserve which rather puzzled Sir John.

"You must excuse me," said the old gentleman, sitting rather stiffly, "if I appear to take a somewhat limited interest in this great simlacine discovery, of which there has been considerable talk in some circles. The limit to my interest is drawn by a lamentable ignorance. I am afraid the business details are rather unintelligible to me. My son has endeavored, somewhat cursorily perhaps, to explain the matter to me, but I have never mastered the—or commercial technicalities. However, I understand that you have made quite a mint of money, which is the chief consideration—nowadays."

He drew the rug more closely round his knees and looked out of the window, deeply interested in a dispute between two women.

"Yes—we have been very successful," said Osgard. "How is your son now?"

When I last saw him he was in a very bad way. Indeed, I hardly expected to see him again."

Sir John was still interested in the dispute which was not yet settled.

"He is well, thank you. You know that he is going to be married."

"He told me that he was engaged," replied Osgard, "but I did not know that anything definite was fixed."

"The most definite thing of all is fixed—the date. It is tomorrow."

"Tomorrow?"

"Yes. You have not much time to prepare your wedding garments."

"Oh," replied Osgard, with a laugh, "I have not been bitten."

"I expect the invitation is awaiting you at your house. No doubt my son will want you to be present—they would both like you to be there no doubt. But come with me now; we will call and see Jack. I know where to find him. In fact, I have an appointment with him at a quarter to 5."

It may seem strange that Guy Osgard should not have asked the name of his friend's prospective bride, but Sir John was ready for that. He gave his companion no time. Whenever he opened his lips Sir John turned Osgard's thoughts aside.

What he had told him was strictly true. He had an appointment with Jack—an appointment of his own making.

"Yes," he said, in pursuance of his policy of evading questions, "he is wonderfully well, as you will see for yourself."

Osgard submitted silently to this high handed arrangement. He had not known Sir John well. Indeed, all his intercourse with him has been noted in these pages. He was rather surprised to find him so talkative and so very friendly. But Guy Osgard was not a very deep person. He was sublimely indifferent to the long drawn motive. He presumed that Sir John made friends of his son's friends, and in his straightforward acceptance

of facts he was perfectly well aware that by his timely rescue he had saved Jack Meredith from the hands of the tribes. The presumption was that Sir John knew of this, and it was only natural that he should be somewhat exceptionally gracious to the man who had saved his son's life.

It would seem that Sir John divined these thoughts, for he presently spoke of them.

"Owing to an unfortunate difference of opinion with my son we have not been very communicative lately," he said, with that deliberation which he knew how to assume when he desired to be heard without interruption. "I am therefore almost entirely ignorant of your African affairs, but I imagine Jack owes more to your pluck and promptness than has yet transpired. I gathered as much from one or two conversations I had with Miss Gordon when she was in England. I am one of Miss Gordon's many admirers."

"And I am another," said Osgard frankly.

"Ah! Then you are happy enough to be the object of a reciprocal feeling which for myself I could scarcely expect. She spoke of you in no measured language. I gathered from her that if you had not acted with great promptitude the—er happy event of tomorrow could not have taken place."

The old man paused, and Guy Osgard, who looked somewhat distressed and distinctly uncomfortable, could find no graceful way of changing the conversation.

"In a word," went on Sir John in a very severe tone, "I owe you a great debt. You saved my boy's life."

"Yes, but you see," argued Osgard, finding his tongue at last, "out there things like that don't count for so much."

"Oh, don't they?" There was the suggestion of a smile beneath Sir John's grim eyebrows.

"No," returned Osgard, rather lamely. "It is a sort of thing that happens every day out there."

Sir John turned suddenly, and with the courtliness that was ever his indulged in a rare exhibition of feeling. He laid his hand on Guy Osgard's stalwart knee.

"My dear Osgard," he said, and when he chose he could render his voice very soft and affectionate, "none of those arguments apply to me because I am not out there. I like you for trying to make little of your exploit. Such conduct is worthy of you, worthy of a gentleman; but you cannot disguise the fact that Jack owes his life to you and I owe you the same, which, between you and me, I may mention, is more valuable to me than my own. I want you to remember always that I am your debtor, and if—circumstances should ever seem to indicate that the feeling I have for you is anything but friendly and kind, do me the honor of disbelieving those indications. You understand?"

"Yes," replied Osgard truthfully.

"Here we are at Lady Cantourne's," continued Sir John, "where, as it happens, I expect to meet Jack. Her ladyship is naturally interested in the affair of tomorrow, and has kindly undertaken to keep us up to date in our behavior. You will come in with me?"

Osgard remembered afterward that he was rather puzzled, that there was perhaps in his simple mind the faintest tinge of suspicion. At the moment, however, there was no time to do anything but follow. The man had already rung the bell and Lady Cantourne's butler was holding the door open. There was something in his attitude vaguely suggestive of expectation. He never took his eyes from Sir John Meredith's face, as if on the alert for an unspoken order.

Guy Osgard followed his companion into the hall, and the very scent of the house for each house speaks to more senses than one—made his heart leap in his broad breast. It seemed as if Millicent's presence was in the very air. This was more than he could have hoped. He had not intended to call this afternoon, although the visit was only to have been postponed for twenty-four hours.

Sir John Meredith's face was a marvel to see. It was quite steady. He was upright and alert, with all the intrepidity of his mind up in arms. There was a light in his eyes, a gleam of light from other days not yet burned out.

He laid aside his gold headed cane and threw back his shoulders.

"Is Mr. Meredith upstairs?" he said to the butler.

"Yes, sir."

"The man moved toward the stairs."

"You need not come," said Sir John, holding up his hand.

The butler stood aside and Sir John led the way up to the drawing room.

At the door he paused for a moment. Guy Osgard was at his heels. Then he opened the door rather slowly and motioned gracefully with his left hand to Osgard to pass in before him.

Osgard stepped forward. When he had crossed the threshold Sir John closed the door sharply behind him and turned to go downstairs.

CHAPTER XXIII.

GUY OSGARD stood for a moment on the threshold. He heard the door closed behind him, and he took two steps further forward.

TO DISSOLVE THE STANDARD

(Continued from page one.)

Acme Oil company, Pennsylvania Atlantic Refining company of Philadelphia; Bush & Co. (limited); Camden Consolidated Oil company; Elizabethport Acid works; Imperial Refining company (limited); Charles Pratt & company; Paine, Abiet & company; Standard Oil company, Ohio; Standard Oil company, Pittsburgh; Smith's Ferry Oil Transportation company; Solar Oil company (limited); Sone & Fleming Manufacturing company (limited).

Also, all the stockholders and members of such other corporations and limited partnerships as may hereafter join in this agreement at the request of the trustees herein provided for.

(2) The following named individuals, to wit: W. C. Andrews, John D. Archbold, Lide K. Arter, J. A. Bostwick, Benjamin Brewster, D. Bushnell, Thomas C. Bushnell, J. N. Camden, Henry L. Davis, H. M. Flagler, Mrs. H. M. Flagler, John Huntington, H. A. Hutchins, Chas. F. G. Heye, A. B. Jennings, Charles Lockhart, A. M. McGregor, William H. Macy, William H. Macy, Jr., estate of Josiah Macy, William H. Macy, Jr., executor; O. H. Payne, A. J. Pouch, John D. Rockefeller, William Rockefeller, Henry H. Rogers, W. P. Thompson, J. J. Vandergriff, William T. Wardwell, W. G. Warden, Joseph L. Warden, Warden, Frew & Co., Louise C. Wheaton, H. M. Hanna, and George W. Chapin, D. M. Harkness, D. M. Harkness, trustee; S. V. Harkness, O. H. Payne, trustee; Charles Pratt, Horace A. Pratt, C. M. Pratt, Julia H. York, George H. Vilas, M. R. Keith, trustees; George F. Chester.

Also all such individuals as may hereafter join in the agreement at the request of the trustees herein provided for.

(3) A portion of the stockholders and members of the following corporations and limited partnerships, to wit:

American Lubricating Oil company, Baltimore United Oil company, Beacon Oil company, Bush & Denison Manufacturing company, Central Refining company of Pittsburgh, Chessboro Manufacturing company, Chessboro Refining company, Consolidated Tank Line company, Inland Oil company, Keystone Refining company, Maverick Oil company, National Transit company, Portland Kerosene Oil company, Producers' Consolidated Land and Petroleum company, Signal Oil works (limited), Thompson & Bedford company (limited), Devco Manufacturing company, Eclipse Lubricating Oil company (limited), Empire Refining company (limited), Franklin Pipe company (limited), Galena Oil works (limited), Galena Farm Oil company (limited), Germania Mining company, Vacuum Oil company, H. C. Van Thoe & company (limited), Waters-Pierce Oil company.

That prior to March, 1892, the attorney-general of Ohio had brought a suit against the Standard Oil company of Ohio, to have the trust agreement declared void, and that in March 1892, judgment was rendered by the supreme court of Ohio declaring the said trust agreement void as being in restraint of trade and commerce and a monopolization thereof. Thereupon, on March 21, 1892, the trust certificate holders met in New York and resolved to dissolve the trust, and appointed John D. Rockefeller, Henry H. Rogers, William Rockefeller, John D. Archbold, Ben-

jamin Brewster, Henry H. Rogers, Wesley H. Thord and O. B. Jennings as liquidating trustees—the individual defendants being a majority of these trustees. The manner of liquidation was not to sell the property and divide the proceeds among the certificate holders, nor to return to each person individually the property placed in trust, but all of the stocks in each of the companies were divided into portions in proportion to the number of trust certificate shares outstanding, so that Rockefeller and his associates, after the said pretended dissolution, continued to control all these corporations in the same manner as before. And it is alleged that, down to the organization of the holding company (the Standard Oil company of New Jersey), in 1899, the same defendants continued to control all of the separate corporations engaged in the business, in the same manner as they had done before, made enormous profits, and paid dividends to the trust certificate holders, notwithstanding the decree of the supreme court of Ohio.

In January, 1899, they increased the stock of the Standard Oil company of New Jersey from \$10,000,000 to \$110,000,000, and made it the holding corporation and placed the control through stock ownership of all these corporations previously held by the trustees into the said company, and exchanged its stock for the stock so acquired, share for share, issuing therefor \$97,250,000.

It is alleged in the bill that the defendants, through the Standard Oil company and the other corporations, are engaged in producing, purchasing and transporting petroleum in the various producing districts in the United States.

The bill sets up various contracts with competing concerns, by which competition has been eliminated, among others a contract between the Standard Oil company and the Tidewater Pipe company and the Tidewater Oil company, whereby the Tidewater companies are limited to 11 1/2 per cent of certain business in Pennsylvania and New York, and the Standard Oil company to receive 88 1/2 per cent of the business, the Standard Oil company guaranteeing the Tidewater company \$500,000 per annum profits, thereby eliminating all competition between them. The last contract was made in 1893.

Contract of the Pennsylvania Railroad Company.

The bill alleges a contract made with the Pennsylvania Railroad company in 1884, which was in existence until 1906, in which it was agreed that the rates for the transportation of oil should be fixed by the railroad company, with the advice of the National Transit company, a branch of the Standard.

It is alleged that the Standard Oil company and the Standard Oil trust have had control of and monopolized the carrying business of pipe lines in and from all the oil-producing regions of the United States except Texas, Louisiana and California; that they are common carriers, and that they have refused and failed to perform their duties as common carriers of oil.

Rate Discriminations.

It is alleged that one of the principal instrumentalities through which the defendants have been enabled to monopolize the commerce in petroleum and its products throughout the United States has been a system of preferential rates, and rates discriminatory against the competitors of the Standard Oil company, both in open and published tariffs and by and through secret and unpublished rates, both interstate and intrastate, and by rebates, concessions and preferences granted to the Standard Oil company, and rates which were discriminatory in favor of the Standard Oil company; that they have refused to furnish equal facilities for receiving and delivering oil of independent shippers and refiners by failing to deliver said oil at the stations along their line where the said shippers and refiners desired said oil to be delivered; that they have refused to transport oil belonging to others than the defendants and their associated companies; and since the month of August, 1906, have refused to transport oil of others except in such large quantities as to completely prevent independent producers and refiners of oil from using their service; and that they have forced sixteen independent refiners now doing business in Pennsylvania and Ohio, and procuring their crude oil through the Standard Oil company's pipe lines, to sell all of their export oil to the Standard Oil company, thereby eliminating their competition. This contract was procured through threats of the Standard Oil company to reduce the amount of crude oil which it would sell to the independent refiners.

Most of the oil shipped by the Standard company was shipped at 8 1/2 cents and 6 cents per hundred pounds. From the independent shipping points the rates were made as follows: From Pittsburgh to Cincinnati, 14 cents; to Louisville, 19 cents; and from all other western Pennsylvania points substantially the same. From Findlay and Toledo to Cincinnati, 10 cents; to Louisville, 14 1/2 cents. From Cleveland to Cincinnati, 10 1/2 cents; to Louisville, 15 cents. While the Standard paid only 6 or 8 1/2 cents to Evansville. The independents, in addition to these rates, were obliged to pay the local rates from these Ohio river crossings into all its southern territory, which were very much more than the Standard's rates.

Rates on Standard products are relatively low because the Standard stockholders are interested in railroads, as the following shows: William Rockefeller, Central New

England Railway company, Chicago, Milwaukee and St. Paul Railway company, Delaware, Lackawanna and Western Railroad company, Lake Shore and Michigan Southern Railroad company, Michigan Central Railroad company, New York, Chicago and St. Louis Railroad company, New York, New Haven and Hartford Railroad company, New York, Ontario and Western Railroad company, New York and Ottawa Railroad company, Pittsburg and Lake Erie Railroad company, Rutland Railroad company, Santa Fe Railway company, Chicago, Milwaukee and St. Paul Railway company, Union Pacific Railroad company.

Charles M. Pratt—Boston and Maine Railroad company, Evansville and Terre Haute Railroad company, Long Island Railroad company.

Henry M. Flagler—Florida East Coast Railway company.

John D. Rockefeller, Jr.—Defaware, Lackawanna and Western Railroad company, Missouri Pacific Railway company.

William G. Rockefeller—Union Pacific Railroad company.

H. Clay Pierce—Kansas City Southern Railway company, St. Louis and San Francisco Railroad company.

C. W. Harkness—Chicago, Milwaukee and St. Paul Railway company.

F. T. Gates—Missouri Pacific Railway company, Wisconsin Central Railway company.

Profits of Standard.

It is alleged that by reason of its monopoly the Standard Oil company has made enormous unreasonable profits on the actual value of its property; that the trustees' valuation of all the property and stocks placed in their hands in 1882 was \$55,710,698.24, and that the additional property purchased or acquired by the issue of trust certificates was \$13,310,100; so that the total value of all property controlled by the Standard Oil company of New Jersey, except such as may have been purchased from earnings, is \$69,020,798.24, according to their own valuation. That upon this capital the Standard has from 1882 to 1895, inclusive, paid \$51,259,493.84.50 of dividends, and has created a large surplus—the exact surplus the petitioner is unable to state, because the Standard has not published any statements since 1896, but from 1882 to 1896 its surplus, according to its own statements, was \$79,536,025.14; and it is alleged that its property at the present time exceeds the value of \$200,000,000. That its annual dividends during the last nine years have run from 33 to 48 per cent per annum, in addition to this large surplus.

It is alleged that the defendants have divided up the entire territory of the United States into various districts.

Relief Demanded.

The United States prays that the court adjudge and decree that the combination and conspiracy are unlawful under the Sherman anti-trust act, and that the court decree that the holding corporations be enjoined, restrained and prohibited from exercising any control over said corporations, or any of them, by agents, or servants, or in any other manner; and that the said subsidiary corporations be enjoined and prohibited from declaring or paying any dividends to the Standard Oil company of New Jersey or to any person or corporation for said Standard Oil company of New Jersey; and that the defendants, and each and all of them, their respective directors, officers, agents and servants, be enjoined from entering into or taking part in or performing any contract, combination or conspiracy, the purpose or effect of which is to restrain the trade or commerce in petroleum and its products, or to monopolize the same in violation of said act of congress, either by placing the control of said corporations in the hands of any other corporation or person, or agreeing or contracting together or with one another.

Overwork.

Some people suffer from overwork, but it doesn't take that much work to make some of us suffer.—Puck.

It is easy to appreciate the points of a sermon when they are sticking the other fellow.

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